

AGREEMENT

by and between

**THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS**

and

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73
AFL-CIO,CLC**

(Service/Maintenance Agreement)

**1165 North Clark Street, Suite 500
Chicago, Illinois 60610**

Effective October 1, 2000 through October 1, 2005

CONTENTS

	<u>Page</u>
ARTICLE I AUTHORIZATION AND PURPOSE	1
ARTICLE II LIMITATIONS	1
ARTICLE III NEGOTIATIONS AND EXCLUSIVE RECOGNITION	2
ARTICLE IV WAGES	6
ARTICLE V BENEFITS	11
ARTICLE VI EMPLOYEE DEVELOPMENT AND EDUCATIONAL BENEFITS	14
ARTICLE VII WORKING RULES AND CONDITIONS	18
ARTICLE VIII DISCIPLINE	26
ARTICLE IX GRIEVANCE PROCEDURE	27
ARTICLE X SENIORITY	32
ARTICLE XI STUDENT APPOINTMENTS	33
ARTICLE XII EXTRA HELP APPOINTMENTS	33
ARTICLE XIII UNION LEAVE	34
ARTICLE XIV PERSONNEL FILES	35
ARTICLE XV DUES DEDUCTION AND FAIR SHARE	35
ARTICLE XVI NO STRIKE OR LOCKOUT	37
ARTICLE XVII SEPARABILITY CLAUSE	38
ARTICLE XVIII PERIOD COVERED, STATUS DURING NEGOTIATIONS, STEP INCREASES - SUCCESSOR NEGOTIATIONS, AND COMMENCEMENT OF NEGOTIATIONS	

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THE UNIVERSITY OF ILLINOIS
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Effective from October 1, 2000 through October 1, 2005 (inclusive).

This Agreement made and entered into by and between The Board of Trustees of the University of Illinois, a public corporation (hereinafter referred to as Employer), and Service Employees International Union Local 73, AFL-CIO, CLC (hereinafter referred to as Union), in behalf of certain nonacademic employees of the Employer identified in Article III hereof.

ARTICLE I
AUTHORIZATION AND PURPOSE

Section 1. Authorization.

This Agreement is authorized by the Illinois Statutes creating State Universities Civil Service System (110 ILCS 70/36d) and the Illinois Educational Labor Relations Act (115 ILCS 5/1 et seq.)

Section 2. Purpose.

- (a) It is the intent and purpose of this Agreement to promote sound and mutually beneficial relationships between the Employer and the Union.
- (b) Employer's supervisors and Union representatives are assigned a special responsibility for the faithful application of this Agreement. The Employer and the Union will each train these representatives in the terms and conditions of this Agreement, and particularly in the use of the procedures provided herein and in Policy and Rules for resolving employment questions. The Employer and the Union are committed to the uninterrupted effective performance of the teaching, research and public service function of the University.

ARTICLE II
LIMITATIONS

Section 1. Limitations.

- (a) This Agreement is subject to: (1) applicable Federal and State Laws and regulations issued thereunder as they may be amended from time to time; (2) rules and regulations of State Universities Civil Service System as they may be amended from time to time; (3) rules and regulations of State Universities Retirement System as they may be amended from time to time;

(4) the statutes and rules promulgated by The Board of Trustees of the University of Illinois as they exist on the effective date of this Agreement; (5) provisions of Policy and Rules as they exist on the effective date of this Agreement or as amended; each of which is incorporated herein by reference. A copy of any amendment under (2), (3), (4) and (5) as stated above shall be sent to the Union office provided and as soon as the University receives notice thereof. The University recognizes the Union's rights to bargain regarding any amendments to Policy and Rules which are mandatory subjects of bargaining.

- (b) In the event of conflict among any of the foregoing and any provision of this Agreement, the former shall prevail, except where a deviation from the same is set out in express terms herein.
- (c) Previous agreements and commitments by and between the Parties related to matters covered herein which are not made of record herein are agreed to be null and void as of the effective date of this Agreement and this Agreement represents the entire agreement between the parties hereto. Any amendments hereto must be in written form and signed by the authorized official(s) of each party.

ARTICLE III NEGOTIATIONS AND EXCLUSIVE RECOGNITION

Section 1. Rights of Employer.

The Union recognizes the right of the Employer to manage its operations and to plan, direct, and control the policies and conditions of employment of its employees insofar as such policies are not inconsistent with the express provisions of this Agreement. The Employer recognizes generally the interest of the Union in any changes which materially affect the working conditions of those represented by the Union, and will keep the Union informed as to such changes. The Employer acknowledges and recognizes the ongoing interest of the Union in any decision by the Employer to contract out any work being performed on the date of the signing hereof by full-time status Civil Service appointed employees who are also incumbents in any class represented by the Union under this Agreement. The Employer hereby agrees to meet with, consult with, and negotiate with the Union any such proposed contracting out not fewer than thirty (30) days prior to signing any such contract for services. Specifically, the Employer agrees to negotiate with the Union the following:

- (a) The Employer's reasons for considering contracting out the work.
- (b) In the event the Employer seeks to contract out in order to save costs, whether the Union can assist in reducing costs and expenses incurred by the Employer in using incumbent members of the Bargaining Unit.
- (c) In the event the Employer seeks to contract out in order to improve the quality of performance of the work, whether the Union can assist the Employer in improving the quality of performance of the incumbent members of the Bargaining Unit.
- (d) In the event the Employer's reason for contracting work out is founded upon a high incidence of complaints relating to the work and/or high incidence of discipline imposed on members of the Bargaining Unit doing work proposed to be contracted out, the fact that this is so and a reasonable description of the complaints made and/or the discipline imposed.

- (e) The Union's interest in seeing that the wages and other terms and conditions of employment to be paid or granted by the outside contracting organization to its employees are competitive with those being paid the affected incumbents in the class by the Employer.

The Employer further agrees to weigh and consider carefully, fully and reasonably all statements made by the Union pursuant to negotiations in making its final decision as to whether to contract out work as described herein.

Section 2. Classes Represented.

The Employer recognizes the Union as the exclusive representative for a single negotiation unit consisting of employees in the following classes as defined or established by the State Universities Civil Service System and employed by the Employer at the University of Illinois at Chicago:

Building Inspector	Maid
Building Service Foreman	Mail Messenger
Building Service Worker	Mail Supervisor
Construction Laborer	Messenger
Elevator Operator	Nursing Assistant
Food Service Cashier	Nursing Technician
Food Service Worker I	Parking Service Agent I
Food Service Worker II	Parking Service Agent II
Food Service Worker III	Parking Service Agent III
Food Service Worker IV	Physical Therapy Aide
Food Service Laborer	Transporter I
Hospital Service Foreman	Operating Room Technician
Hospital Service Worker	Agricultural Gardener
Housekeeper	Central Sterile Supply Technician
Laboratory Animal Caretaker	Community Worker
Laboratory Animal Care Tech I	Equipment Attendant
Laboratory Animal Care Tech II	Medical Assistant
Locker Room Attendant	

This exclusive representation is for purposes of determining appropriate ranges of compensation or rates of compensation and other conditions of employment to be recommended to the State Universities Civil Service System.

Section 3. New Classes and Recognition

Employer agrees that if any new or existing civil service class designations should be established for the same work or work which is substantially the same and is presently being performed by those classes identified in Section 2 of this ARTICLE, said classes will be treated as part of the single negotiation unit recognized by this Agreement.

Section 4. Equal Opportunity.

There will be no discrimination by either Union or Employer with respect to any applicant or candidate for employment or employee because of race, creed, color, national origin, religion, sex, age, disability, marital status or veteran status, ancestry, political affiliation, union affiliation, unfavorable discharge from military or status as disabled veteran or veteran of Vietnam era.

The Employer will not tolerate sexual harassment of employees and will take action to provide remedies when such harassment is discovered. Sexual harassment is defined as any unwanted sexual gesture, physical contact or statement which a reasonable person would find offensive, humiliating or an interference with his/her required tasks or career opportunities at the University.

Section 5. Health and Safety.

The University will provide a safe and healthful work environment for all employees including education and equipment as needed and required by applicable regulatory agencies. The University will pay the cost of all safety items that it requires its employees to use while on the job and will inform employees of appropriate health and safety rules and regulations. Should an employee inquire as to any potentially hazardous condition on the job, the Employer shall advise the employee of the hazards and as required provide the employee with all necessary equipment needed to perform the job. Employees may consult with the appropriate university service regarding health concerns in the workplace. The Union supports the use of safety equipment on the job. This section is not intended to nullify any other safety equipment program now in existence. In accordance with rules and regulations of the appropriate regulatory agencies, employees will be immunized when regularly assigned to work in an area where an occupationally related disease could be contracted.

Section 6. Protected Activity.

Each employee may make his/her own personal decision with respect to the Union or other employee organization membership, without intimidation or coercion. There will be no discrimination against any employee because of Union membership or because the employee is acting as representative of the Union or its members or other nonacademic employees pursuant to the provisions of this Agreement or of Policy and Rules.

Section 7. Union Activity.

- (a) The Union's representatives and stewards shall be allowed to handle such matters regarding enforcement of the Collective Bargaining Agreement during working hours. The steward will ask his/her supervisor for permission to leave his/her assigned work area to investigate and process grievances arising under the Local 73 Collective Bargaining Agreement and to present matters as authorized in the Policy and Rules. Local 73 shall notify the University of the names of the employees who are designated as its representatives. The Union and its members will not solicit membership or carry on union activities on University premises with employees of the Employer during working hours.

- (b) Upon approval by the Employer's Labor Relations Office, the Union may have posted, in applicable employee work areas, certain notices and bulletins upon bulletin boards designated by the Employer. These notices and bulletins will be on the official letterhead of the Union, being signed by an officer thereof. Notices and bulletins permitted to be posted are:
1. Notices of Union meetings;
 2. Notices of Union elections;
 3. Notices of Union appointments and results of Union elections;
- and any others which the Employer may approve from time to time. The number of copies which the Union wishes to have posted, plus one (1), will be filed with the Employer's Labor Relations Office.
- (c) The Employer shall permit union representatives to visit University of Illinois at Chicago premises at all reasonable times to ascertain whether or not this Agreement is being observed and to assist in adjusting grievances. Such campus union representative(s) shall advise the Employer's Campus Labor Relations Office of such visits before entering said premises.

Section 8. Negotiating Committee Notification.

It will be the responsibility of the University's Labor Relations Office to arrange for release time and notify supervisors of employees who are members of the Employee's Negotiating Committee of negotiation meetings. Notice will be given to supervisors as far in advance of scheduled negotiation meetings as is reasonably possible. The Union shall notify the Campus Human Resource Office and the Labor Relations Office of the names of employees who are designated as their representatives on the negotiations committee.

Section 9. Notification of Recognition.

The Employer will notify all new personnel hired to work in the classes covered by this Agreement that the Union Local 73 is the authorized negotiating representative for the employees described in this ARTICLE III.

The Employer will at the time of said notification provide new personnel with a copy of Union literature which has been approved by the Employer's Labor Relations Office which shall be furnished by the Union. The Employer will notify the Union of the name, home address, classification and work location of such new personnel on a monthly basis.

Section 10. Labor-Management Meetings.

Any Labor/Management meeting concerning employees represented by this Collective Agreement will be scheduled with the Labor Relations Office. A Labor Relations Officer, Union Representative and Chief Steward will be present at any scheduled meeting. The party requesting a Labor/Management meeting shall provide the Labor Relations Office with an agenda of the issues to be discussed prior to the scheduled meeting.

Section 11. Polygraph Tests.

No polygraph test shall be administered to any bargaining unit employee by an agent of the University without the consent of such bargaining unit employee.

Section 12. Departmental Rules.

Any written departmental rules shall be available for inspection in each department and upon request a copy of such rules will be made available to the appropriate Union Stewards and/or Union representative.

Section 13. Bargaining Unit Information.

- (a) On a monthly basis the Employer will provide the Union with the following personnel transactions involving bargaining unit employees: new hires, promotions, reclassifications and reallocations, layoffs, recall from layoffs, reassignments, leaves, return from leaves, and terminations.
- (b) Additional Bargaining Unit Information.

Upon request, the Employer will supply the Union with a list of Bargaining Unit members; showing name, FTE, classification, assigned department, campus address, date of hire and seniority. This shall be supplied not more than twice per year.

**ARTICLE IV
WAGES**

Section 1. Method of Establishment of Wages.

Wages specified herein have been and shall in the next subsequent Agreement be, established in negotiations by and between the Parties who shall determine and recommend to the State Universities Civil Service System, levels of compensation which have been agreed upon between the parties as a result of negotiations. These negotiations were conducted pursuant to provisions of the Illinois Educational Labor Relations Act.

Section 2. Effective Date of Wages.

Wages established in this Agreement shall become and remain effective as specified in Appendix "A" attached hereto and a part hereof except as otherwise provided herein. Longevity steps will continue to be paid to eligible bargaining unit employees for the duration of this Agreement.

Section 3. Wages (Basic Straight Time).

Basic straight time hourly wages are hereby defined as those payable for work performed during the five (5) normally scheduled days of work in a work week, but for not more than eight (8) hours

work in a forty (40) hour work week or seven and one-half (7 1/2) hours in a thirty-seven and one-half (37 1/2) hour work week, depending upon the class, during any one of the aforesaid five (5) days.

Section 4. Wages.

Basic straight time hourly rates are and shall be as set forth in Appendix "A" attached hereto and a part hereof. Increases in wage and salary benefits awarded and agreed to in this Agreement or the Wage Appendix shall be given and apply only to employees of the Board of Trustees of the University of Illinois covered by this Agreement and then only if those employees are actually in the employ of said Board of Trustees as of the date of the signing of this Agreement and to so described employees who are hired thereafter, except that employees who leave the Bargaining Unit after the expiration and prior to the date of signing of this Agreement will be entitled to any applicable retroactive wage increase, provided such employee(s) submit a written request to the Records Section of the Human Resources Department for such wage increase within sixty (60) calendar days of the signing of this Agreement.

Section 5. Wages (Overtime).

- (a) Employees covered by this Agreement shall be compensated at one and one-half (1 1/2) times their regular hourly rate (basic straight time hourly rate plus any applicable differentials plus any other amounts required by Federal Law to be included in the rate of pay for purposes of computing overtime) for time worked in excess of eight (8) hours per day or forty (40) hours per week, or seven and one-half (7 1/2) hours per day or thirty-seven and one-half (37 1/2) hours per week, depending upon the class. Overtime wages shall be paid by check, or by mutually agreed compensatory time off, (as described in the next paragraph) at one and one-half (1 1/2) times hours of overtime worked. Overtime may only be performed pursuant to specific supervisory direction.

When mutually agreeable to the Department Head and to the employee, any eligible employee may, in lieu of receiving overtime pay, be granted compensatory time off at the rate of one and one-half (1 1/2) hours for each hour of overtime worked, provided however that such compensatory time off is utilized in compliance with Policy and Rules.

- (b) The Employer may require employees covered herein to work overtime. The Employer will make known to employees expected to do overtime work the probability of its becoming necessary as far in advance thereof as practicable, except in unforeseen cases or emergency which the Employer alone may define.
- (c) Opportunity to do overtime shall be offered and distributed as evenly as possible among qualified personnel. If an employee establishes that he/she has not had overtime distributed as evenly as possible to him/her, such employee shall have first preference for future overtime work until overtime equity is recreated. If this does not produce sufficient volunteers to cover the Employer's requirements, the Employer will then proceed to assign sufficient employees to do the overtime work required. Such assignment shall be made starting with the least senior, available qualified employee in the class.

- (d) Overtime records will be maintained by the Employer. Upon request a Union representative or steward will receive a copy of the overtime distribution.

Section 6. Wages (Premium Paid for Work During Scheduled Days Off).

Work performed during an employee's first or second scheduled day off in a work week shall be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate (as defined in ARTICLE IV, Section 5(a). (Deviation from Policy and Rules).

Section 7. Wages (Holidays).

In the event an employee, full time or part-time, works on any recognized holiday, the employee shall be paid time and one-half (1 1/2) his/her basic straight time hourly rate of pay for each hour worked. The employee who works on a recognized holiday shall be given an alternate day off which must be scheduled by mutual agreement in writing, on a form agreed to by the Parties, between the employee and his/her supervisor to be taken during a four (4) week period following the holiday worked. If an alternate day off cannot be taken within the four (4) week period, the employee must receive payment at his/her basic straight time hourly rate for the number of hours in that employee's regular shift in lieu of mutually agreed time off.

Section 8. Wages (Call-back).

- (a) Call-back is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled shift. Approved time-not-worked for the employee's convenience does not break the continuance of the shift referred to in the preceding sentence.
- (b) Employees who report back upon the Employer's premises at the time specified in the call-back, with no work being offered, shall be paid four (4) hours pay at overtime or premium rate, whichever is applicable. If the employee called back actually reports upon the Employer's premises at the time specified in the call-back, and performs the work assigned by the Employer, he/she shall receive a minimum of four (4) hours pay, or be paid for actual time worked beginning with the time the employee reports for work on the premises (if later than specified call-back time), whichever is greater, at applicable overtime or premium rate.

Section 9. Wages (On Call).

- (a) Employees, classified as Operating Room Technician, on call, and confined (sleeping in) to the University of Illinois Hospital premises, shall be considered as working and be paid either their basic straight time hourly rate or their overtime premium (time and one-half the regular hourly rate as defined in ARTICLE IV, Section 5(a), whichever is applicable. On call schedules shall be posted two (2) weeks in advance.
- (b) Employees of the University of Illinois Hospital classified as Operating Room Technician, Medical Assistant, Nursing Assistant, Nursing Technician and Physical Therapy Aide who are

assigned to be on call away from the University premises, but available by telephone or long range pager, shall be paid \$2.00 for each hour of such on-call time. This "on-call time" is not to be considered a part of the forty (40) hour work week or eight (8) hour work day required of each employee. When the Employer contacts an employee under the aforementioned condition the employee is required to report for work as instructed.

Section 10. Wages (Shift Differential).

- (a) A shift premium of twenty cents (20¢) per hour will be paid for the entire shift to status full-time Civil Service employees classified as Messenger who work a shift in which more than one-half (1/2) of their regularly scheduled hours of work, in a work day, fall between 3:00 p.m. and 7:30 a.m.
- (b) A shift premium of twenty cents (20¢) per hour will be paid for the entire shift to status full-time Civil Service employees classified as Nursing Assistant, Nursing Technician, Operating Room Technician, and Transporter who work a shift in which more than one-half (1/2) of their regularly scheduled hours of work, in a work day, fall between 3:00 p.m. and 11:30 p.m., and twenty-five cents (25¢) per hour as a shift premium will be paid for the entire shift in which more than one-half (1/2) of the Nursing Assistants', Nursing Technicians', Operating Room Technicians' and Transporters' regularly scheduled hours of work, in a work day, fall between 11:00 p.m. and 7:30 a.m.
- (c) Status full-time Civil Service employees classified as Elevator Operators who work a shift in which more than one-half (1/2) of their regularly scheduled hours of work, in a work day, fall between 3:00 p.m. and 7:30 a.m., will receive a night shift differential of fifteen cents (15¢) per hour for the entire shift.
- (d) Effective as of the date of the signing of this Agreement, a shift premium of twenty cents (20¢) per hour will be paid for the entire shift to status full-time civil service employees classified as Building Service Worker who work a shift in which more than one-half (1/2) of their regularly scheduled hours of work, in a work day, falls between 11:00 p.m. and 7:00 a.m.

Section 11. Wages (Building Service Worker, Hospital Service Worker and Housekeeper).

Employees current basic straight time hourly rate shall be increased fifty cents (50¢) per hour for all hours actually worked washing walls, provided said work is performed pursuant to specific supervisory authority.

Section 12. Wage Scale Provisions.

- (a) Changes in wage rates required by compliance with step progression scales will be made effective from the first day of the pay period in which the service completion requirement occurs.
- (b) Each employee shall be paid the negotiated wage rate for his/her step and classification.

Section 13. Wages (Effect of 1987, 1988, 1990 and 1991 Step Freezes).

Time worked by Bargaining unit members during the period commencing October 2, 1987 and ending September 30, 1989 and also commencing September 30, 1990 and ending October 3, 1992 will not be counted toward completion of annual requirement for movement to the next highest periodic step. All employees who were newly hired and/or reclassified or promoted during the period which commenced October 2, 1987 and ended September 30, 1989 will have a new anniversary date, for wage progression purposes, of September 30, 1989.

Section 14. Wages (Employees hired after January 28, 1991)

Until October 5, 1997 employees hired after January 28, 1991 will receive 80% of the contract length of service rate for their first six (6) months of employment subject to the provisions of Article IV, Section 13 of this Agreement (above) except that time worked after January 28, 1991 will count towards the six (6) months required to advance from 80% to 100% of the minimum Contract rate. New employees hired as Building Service Workers on the Rockford campus are excluded from this provision. Also excluded from this provision are Nursing Assistants, Nursing Technicians, Operating Room Technicians and Physical Therapy Aides.

Section 15. Meal Privileges - Food Service Personnel.

Food Service personnel who work a shift of four (4) or more hours will be eligible for meal privileges as established by the individual operating units.

Section 16. Equal Pay.

Equal pay is required pursuant to University policy and several federal and state statutes, e.g., the Fair Labor Standards Act, the Civil Rights Act and the State of Illinois Fair Employment Practices Act, the requirements of which vary. Differences in pay shall not be based upon race, color, religion, sex, national origin or age. Employees within a campus or other specified unit who are doing substantially equal work, which requires substantially equal skill, effort and responsibility, and are performed under similar working conditions shall receive the same pay, except when a wage differential is based upon some other factor, such as experience, longevity, or merit progression within range.

Section 17. Temporary Assignments.

- (a) Temporary Downgrading. If it is necessary to assign a status employee on a temporary basis to a temporary or permanent position which is classified at a lower level, the employee's salary shall be retained at the level of the employee's permanent position prior to such assignment for the duration of the temporary assignment.
- (b) Temporary Upgrading. If a status employee is assigned, on a temporary employment basis, to a temporary or permanent position of higher rate or range, the employee is entitled during the

period of upgrading to receive the next highest rate in the upgraded classification (next highest to the employee's rate at the time of the temporary upgrade). No employee shall suffer any reduction in salary because of such assignment.

- (c) Such temporary upgrading and downgrading assignments must not be for more than thirty (30) consecutive workdays duration.
- (d) An Employer makes such temporary downgrading assignments by assigning a status employee who meets the minimum qualifications of the class to which assignment is being made. An Employer makes such temporary upgrading assignments by assigning status employees from active registers for the class so long as such registers exist. When a need for temporary upgrading assignments occurs in classes that utilize work shifts, the register requirements apply only to those status employees who regularly work the shift on which the temporary upgrade is needed. Acceptance of, or refusal to accept such a temporary assignment by an employee shall in no way affect the employee's position on the register, regardless of the number of acceptances or refusals.
- (e) In the absence of a register, an Employer may assign only those status employees who meet the minimum qualifications for the class to which assignment is being made.
- (f) When such an assignment has been made, seniority shall continue to be accrued in the class in which the employee has a status appointment.

ARTICLE V BENEFITS

Section 1. Policy.

Employee benefits (e.g., Leaves of Absence, Retirement Disability, Sick Leave, Holidays, Vacation and Personal Leave, Employee Development and Career Planning, Retirement and Interinstitutional reciprocity) will be as set forth in the Policy and Rules. Benefits under the control of the Employer will not be diminished during the life of this Agreement, and improvements in such benefits will be made applicable to employees covered by this Agreement on the same date that such improvements are made applicable to other employees of the Employer.

Upon request a copy of the benefits sections or Records Management (Personnel Files) sections of Policy and Rules and a copy of State Universities Civil Service System Statute and Rules will be made available to an employee covered by this Collective Agreement at the Chicago Campus Human Resource Office, 715 S. Wood St., M/C 897 and the Rockford Office at 1601 Parkview Avenue. An employee shall be permitted to inspect and/or copy any portion or all of Policy and Rules and/or State Universities Civil Service System Statute and Rules at the Chicago Campus Human Resource and/or Rockford Human Resource Office.

Section 2. Sick Leave Payment Regulations.

In order to receive payment of wages (at basic straight time hourly rates) during sick leave, the following conditions of eligibility must be satisfied:

- (a) The employee must have sick leave accrued in his/her favor.
- (b) An Employee may use accumulated sick leave when absent because of personal illness, illness of spouse and/or children, injury, maternity leave, or to obtain medical or dental consultation or treatment. Exceptions and applications of this policy beyond spouse and children, e.g., members of household, may be granted. Members of household should be defined as dependent residents of the employee's household. The right is reserved by the University to demand from an employee who has been absent for three (3) or more consecutive work days, or who is suspected of abusing sick leave utilization, to submit a doctor's statement as proof of illness. The Employer will make the employee aware of this requirement in advance. In the case of personal illness the employee may be required to visit the Campus Health Services upon return to work. (Deviation from POLICY AND RULES).

Section 3. Personal Leave.

Within the total amount accumulated, University operations permitting, leave of not to exceed two (2) days at one (1) time will be granted for any reason upon advance request of the employee to his/her supervisor. Where the need for such leave is occasioned by factors beyond the control of the employee and arising too suddenly to permit advance approval, the employee may be granted post-approval at the discretion of the Employer on a case by case basis. Approval shall not be unreasonably denied.

Section 4. Vacation and Personal Leave - Method of Accrual.

- (a) Each employee who is nonexempt under the Fair Labor Standards Act and each employee who is exempt as an executive or administrative employee but who (a) is required to work a fixed shift and (b) receives overtime compensation if required to perform overtime shall earn Vacation and Personal Leave at the rate which is shown opposite his/her service years in Schedule A.

SCHEDULE A

Years of Service Completed	Rate Earned Per Hours of Status Service (Exclusive of Overtime)	Approximate Leave Days Earned in One Year
At Least Not More Than		
0 3	.0462	12
3 6	.0577	15
6 9	.0692	18
9 14	.0808	21
14	.0962	25

- (b) An employee may accumulate at his/her then current earnings rate an amount of Leave equal to that earned in two (2) service years but upon reaching this accumulation will cease to earn Leave except as the accumulation is reduced.
- (c) Upon termination of employment, an employee shall be paid for any Vacation and Personal Leave accumulated as of his/her last scheduled workday. The effective date of the termination is the last day worked and is not extended by payment of the Vacation and Personal Leave benefit.

Section 5. Vacation and Personal Leave - Method of Request

- (a) An employee's request for vacation shall be made in writing to their supervisor. The supervisor will respond in writing, within two weeks. If request is denied, the answer shall include the reasons for denial.
- (b) No vacation or personal leave time previously approved shall be canceled, except for operational needs as determined by the Employer.
- (c) Where vacation requests conflict, (more than one employee requests the same date) the Employer shall consider such factors as departmental seniority, staffing requirements and previous leaves received or vacation taken based on operational needs as determined by the Employer.

Section 6. Holidays.

Paid holidays as set forth in Policy and Rules and as designated by the Chancellor of the University of Illinois at Chicago each fiscal year during the term of this Agreement will be observed as follows:

Holidays

- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Memorial Day, Observed
- *Four Chancellor Designated Holidays

?? Employees working in the University of Illinois Hospital and Clinics, Physical Plant Operations, Telecommunications, Police Department, Campus Auxiliary Services, and Biological Resources Laboratory will have four (4) floating holidays which will be taken as set forth in the Chancellor's Executive Notice.

?? Employees working in all other Campus Units will observe four (4) holidays to be designated by the Chancellor on an annual basis.

ARTICLE VI EMPLOYEE DEVELOPMENT AND EDUCATIONAL BENEFITS

Section 1. Policy.

The Employer shall extend tuition and fee waivers to employees according to guidelines set forth herein and subject to approval of the President of the University of Illinois. Additional development opportunities may be offered to broaden employee capabilities to improve University services and to contribute to job fulfillment.

Section 2. Types of Courses.

- (a) A Regular course is one that is part of the established curriculum available to students at the University of Illinois.
- (b) A Special course is one designed specially for the purpose of improving University service.
- (c) A Sponsored course is one given at another institution that is designated or established at the University's request and financially supported by it for the purpose of improving University service.
- (d) A Refund course is one given by an organization other than the University and for which an employee may receive reimbursement for tuition and specified related expenses paid by him/her.
- (e) A Correspondence course may fall under any of the above types of courses.

Section 3. Departmental Responsibility (Employee Development).

- (a) Each Department Head is responsible for (a) a continuing review of departmental services to identify desirable improvement which can be facilitated by employee development and training, (b) proposing employee development activities to this end, and (c) informing the campus Personnel Services Office of an employee's potential and interest beyond departmental job requirements.
- (b) Each supervisor shall (1) appraise the performance of his/her employees, (2) coach them in means of improving performance, (3) counsel them regarding career opportunities within the University, (4) discuss with them advantages accruing to the University and to employees through planning for career enlargement, and (5) encourage them, where appropriate, in preparation of mutually agreed upon personal development plans.
- (c) Personal development plans and courses completed and other job related training shall be made a part of an employee's University personnel record.

Section 4. Eligible Children of Employees

Eligible children of qualified University employees with at least seven (7) years of employment service may receive fifty percent (50%) tuition waiver for undergraduate education at any campus within the University of Illinois system. Children must qualify for admission under the same requirements, standards and policies applicable to general applications.

Section 5. Instruction and Evaluation - Special and Sponsored Courses.

The Office of Continuing Education and Public Service will work with the campus Personnel Services Office to organize courses and will be responsible for selecting instructors and facilities, for contracting for Sponsored courses, and for handling other necessary administrative course arrangements within the approved budget. Each campus Personnel Services Office will be responsible for (1) contracting for any University participation in registered community craft apprentice programs, and (2) evaluating the contribution of each Special or Sponsored course in improvement of University services.

Section 6. Enrollment in Regular, Special, Sponsored, and Refund Courses (Including Correspondence Courses) Eligibility and Ineligibility for Waivers and Refund Courses.

Regular courses - not necessarily work related. An employee in a status appointment or in an appointment designed to qualify for status in an established class may be granted waiver of tuition and service fee in Regular courses not to exceed:

- six (6) credit hours or two courses in a semester or quarter if on a full-time appointment.
- four (4) credit hours if on 75% to 99% time appointment
- three (3) credit hours if on a 50% to 74% time appointment.

provided that the employee (1) meets conditions and eligibility for admission as prescribed by the Office of Admissions and Records, (2) is not a student as defined in State Universities Civil Service System Statute and Rules, Chapter VI, Section 250.70 (f) and (3) has approval by his/her employing department of enrollment and of a "make-up" schedule to cover any time in course attendance during his/her regular work schedule. Course attendance during an employee's regular scheduled hours may be approved for not to exceed one course at a time and then only if the course is not offered outside of such hours. An employee on Special Leave (Education) may be granted a waiver of tuition and service fee in Regular courses only under conditions that apply to work-related (employee development) courses as set forth in (b) below.

Work-Related Courses. An employee in a Status, Learner, Trainee, Apprentice, or Provisional appointment may enroll without payment of tuition and service fee in (a) Regular, (b) Special, or (c) Sponsored courses for not to exceed ten credit hours per semester or quarter or receive a refund for courses at another institution, provided that--

- 1) The courses are directly related to his/her University work career and to the improvement of University services.
 - 2) He/she meets conditions and eligibility for admission.
 - 3) His/her appointment is full time or his/her enrollment is pursuant to an approved deviation.
 - 4) He/she has made application and received prior approval for enrollment or refund as required by procedures issued hereunder.
 - 5) He/she submits evidence of (a) satisfactory completion of the course(s), and (b) the amount of tuition and fees paid (Refund courses only).
 - 6) Excused absences with or without pay for course attendance granted do not exceed the amount of time required for ten credit hours attendance per term or semester, and
 - 7) If on Special Leave (Education) he/she agrees in writing to remain with the University for at least six months after his/her return from a leave and in the event he/she does not return, to make payment in full to the University for tuition and fee waivers extended during his/her leave.
- (b) **Loss of Eligibility for Waivers or Refunds.** An employee who resigns, is dismissed, is discharged, or is terminated may not continue to attend a Special or Sponsored course. While the employee may continue in a Refund course, he/she may not receive a refund. Such an employee may continue in a Regular course upon payment for the entire course. An employee who is laid off may continue attending any course, including one involving receipt of refund in which enrollment prior to his/her layoff, but may not enroll in any new course with tuition and service fee waiver or refund while on layoff.

Section 7. Attendance at University Courses and at Training Programs.

An employee, upon request of his/her supervisor and University operations permitting, will either be excused without pay or scheduled for "make-up" in order to permit his/her enrollment in an academic course in the University or in a local training program or course that is relevant to his/her University career. Time an employee is in attendance at training programs or University classes, when requested by his/her supervisor, shall be with pay.

Section 8. Less than Full-Time Employees.

An employee with a part-time appointment may be granted an excused absence without loss of pay for time and attendance at training programs or University classes when requested to so participate by his/her supervisor.

Section 9. Use of Application Form.

- (a) Application for enrollment in courses which are tuition free or which involved waiver or refund shall be processed on forms provided by the campus Human Resources Office. Where campus funds are to be used and where Special or Sponsored courses with restricted enrollments are involved, the application must be approved by the employing department and by the campus Human Resources Office before actual enrollment. Special and Sponsored courses requiring such pre-approval will be indicated in course announcements. In other cases, the application

requires approval prior to enrollment by the employing department, with a copy to be sent to the campus Human Resources Office.

- (b) In reviewing such applications, the Department Head will determine whether the course (a) is related to the employee's University work career and improvement of University services, (b) is available outside of working hours and, if not, whether the employee is to be paid for time in classes, or a "make-up" schedule arranged, or the time charged to Vacation and Personal Leave or to Excused Absence without pay, (c) can be taken within the enrollment criteria and limits above, and (d) costs, if any, can appropriately be met from available departmental funds.
- (c) The campus Human Resources Office will pre- or post-review all applications for work-related courses in respect to factors such as (a) present and projected University need for the skills involved and the relative position of the employee in relation to such need, (b) consistency with the Affirmative Action program of the University, (c) availability and propriety of use of campus funds, (d) enrollment restrictions regarding the courses involved, and (e) any prior course achievement record of the applicant.

Section 10. Income Tax.

Under certain circumstances, educational assistance to an employee by his/her Employer is regarded by the Internal Revenue Service as compensation and must be reported as compensation by the employee.

Section 11. Courses at Institutions Beyond Commuting Distance.

In view of the educational and training opportunities available within commuting distance, it is not anticipated that there will be extensive use of institutions at other locations. If a need arises to use an institution that is not within commuting distance, a proposal shall be prepared by the employing department and submitted to the Director of the campus Human Resources Office for review and processing pursuant to procedures established by the Chancellor. If any leave is involved, the policies and procedures of Chapter XI of Policy and Rules shall be applicable.

Section 12. Training-Related Activities, Seminars, Workshops, and Short Trade Courses

Payment for time and expenses for attendance at training-related activities, workshops, and short trade courses is subject to departmental approval. Criteria for granting such approval should include the benefits to be derived by the department and a comparison of the needs of the employee with those of other employees in the department. Approved costs of attendance at such meetings shall be paid with departmental funds.

Section 13. Recall of Status of Laid Off Appointee to Training Program.

An employee in a training program who is selected for layoff shall be granted a Special Leave to continue until recalled, but such Special Leave shall not exceed two years. While on Special Leave,

such an employee's name will be maintained on a training recall list. An employee whose name is on a training recall list shall have preference for re-employment within his/her respective program over all other training applicants or candidates.

Section 14. Payment of Wages for Time Spent in Courses or Training Programs.

Employees will not be paid wages for time spent in courses that are not job-related. Employees normally will be paid for time spent in job-related courses or training programs only as required by the provisions of the Fair Labor Standards Act of 1938, as amended. However a Department Head may authorize payment for time spent attending classes if, in his/her opinion, a degree of improvement in University service will result to warrant this, even though payment is not required by the Fair Labor Standards Act.

**ARTICLE VII
WORKING RULES AND CONDITIONS**

Section 1. Shift, Work Day and Work Week.

- (a) The shift shall consist of eight (8) consecutive hours of work, broken by an unpaid lunch period or seven and one-half (7 1/2) consecutive hours of work broken by an unpaid lunch period.
- (b) The work day is a fixed and regularly recurring period of twenty-four (24) consecutive hours and begins at 12:01 a.m. each calendar day.
- (c) The work week is a fixed and regularly recurring period of 168 hours -seven consecutive twenty-four (24) hour periods - and begins at 12:01 a.m., Sunday. The full-time work schedule in the work week shall consist of one (1) eight (8) hour shift during each of five (5) consecutive days and shall not exceed forty (40) hours of work, or one (1) seven and one-half (7 1/2) hour shift during each of five (5) consecutive days and shall not exceed thirty seven and one-half (37 1/2) hours of work.
- (d) The Parties agree that all personnel, except Messengers, covered in this Collective Agreement have an eight (8) hour work day and forty (40) hour work week. Messengers have a seven and one-half (7 1/2) hour work day and thirty-seven and one-half (37 1/2) hour work week. They should be permitted at least a thirty (30) minute uncompensated lunch break not included in the seven and one-half (7 1/2) hours of work per day.
- (e) Notwithstanding the language of Section 1(c) of this ARTICLE VII, Building Service employees working in the Hospital shall be scheduled to work five (5) consecutive days which may overlap the two (2) calendar weeks and have two (2) consecutive days off.

Section 2. Shift Schedule

- (a) No change shall occur in an employee's regular work schedule to obviate overtime pay, premium pay or holiday work. However, it is understood that work forces may be reduced during holidays without change of shifts. In the event of a reduction of the work force during the holidays, except for emergencies as defined by the Employer, employees who are to be laid off will receive a minimum of thirty (30) calendar days notice. Prior to the thirty (30) calendar day notice of shift change, except in the case of rotating employees, Management will discuss with the Union regarding said change.
- (b) Since the needs of the Employer's operations require variations in staffing levels, and scheduled hours or shifts, the latter's startings and endings will conform to those requirements. Except in case of emergency, if the Employer's operation should require a variation in staffing levels and/or scheduled hours or shifts, the employees affected shall receive a minimum of ten (10) calendar days notice. A copy of said notice shall be sent to the Union office.
- (c) All workers covered by this Collective Agreement must report on their jobs as required by the Employer's regulations and be ready to and begin their work at official times of their shift openings. Those engaged in work which in the judgment of supervisors warrant it, may be granted time not to exceed ten (10) minutes clothing change or wash-up time immediately preceding official times of their shift closings. Said wash-up time, in no event may be interpreted as a shortening of the scheduled workshift.
- (d) Where rest periods are not already established, supervisors may authorize rest periods appropriate to the needs of the operations and employees involved. Where rest periods are already established, the practice will continue based on the aforementioned needs and employees. The schedules of rest periods shall be the responsibility of the supervisor. Subject to operational necessity and whenever practicable, the supervisor will give two (2) rest periods not to exceed fifteen (15) minutes each for each full-time shift. Rest periods shall not be cumulative, made the basis for a late starting or early quitting time or additional compensation. Part-time employees may receive rest periods on a pro-rata basis.
- (e) The Parties agree that the Employer's animal caretaking activity, at its Biologic Resources Laboratory, is operated on a seven (7) day per week basis. In consequence, Laboratory Animal Caretakers and Laboratory Animal Care Technicians of Biologic Resources Laboratory work a weekly schedule of five (5) consecutive work days with two (2) consecutive free days, except when it is necessary to effect change of work schedule described in the next sentence. The Employer maintains a work schedule for its Laboratory Animal Caretakers and Laboratory Animal Care Technicians in the Biologic Resources Laboratory providing for rotation of the two (2) consecutive free days at intervals of approximately one (1) month each. The Administrator of the Employer's Biologic Resources Laboratory will require all Laboratory Animal Caretakers and Laboratory Animal Care Technicians under his/her supervision to begin and end their regular work shifts at times (hours) which he/she considers appropriate for the best and most efficient operation of said Biologic Resources Laboratory.
- (f) In designated work areas where a four-ten hour day is established by the Employer to cover special events, projects and cleaning, the following provisions will be applied:

- 1) The workweek will consist of four (4) consecutive calendar days in a recurring seven (7) calendar day period and the workday will consist of ten (10) consecutive hours in a recurring twenty-four hour period, to include a paid lunch period of twenty (20) minutes and two (2) rest periods of fifteen (15) minutes each.
- 2) Overtime will be paid for all work performed in excess of ten (10) in a workday, or for over forty (40) hours in a workweek, but not both.
- 3) Sick Leave will be charged to the employee's sick leave account at the rate of ten (10) hours for each full workday the employee is absent for reasons specified in University Policy and Rules regarding Sick Leave (Policy 10).
- 4) Vacation Leave will be charged to the employee's vacation leave account at the rate of ten (10) hours for each full workday the employee is absent on approved vacation leave.
- 5) Holidays will be paid in accordance with Article V, Section 4, Benefits and Policy and Rules 9.02.
- 6) Funeral Leave: The first eight (8) hours of the workday will be paid as funeral pay. The remaining two (2) hours of the workday shall be charged against the employee's accrued vacation time. If at the time of the funeral leave, an employee's vacation balance is less than two (2) hours, then the difference will be without pay.

Subsections 2, 5 and 6 above are recognized by the parties as deviations from University Policy and Rules, Policies 6, 8, 9, 10 and 11.

- (g) The Parties adhere to the principle of maintaining work schedules for Nursing Assistant and Food Service Worker personnel which will provide the individual worker with five (5) consecutive work days and two (2) consecutive days free from work during each worker's work week. Such principle will, when permitted by the needs of the Employer, be followed in the establishment of work schedules when and wherever such establishment is under the exclusive control of the Employer. Such principle cannot be followed when and wherever a worker's schedule, including his/her work days and hours of work, is changed for the worker's convenience, e.g., rotation of shift (or hours and days of work) made for purpose of providing opportunity for a worker to enjoy the calendar day Sunday free from work or other changes for the employee's convenience.
- (h) Except in cases of Nursing Technicians voluntarily working weekends (Saturdays and Sundays), the Employer, through rotating shifts or other scheduling devices tending to preclude any Nursing Technicians having to work more than two (2) out of three (3) consecutive weekends, will adhere to the practice of formulating monthly work schedules in which no Nursing Technicians will be required to work more than two out of three consecutive weekends, unless

the Employer's needs require it. In the event a Nursing Technician is requested to work and does so work during a third consecutive weekend despite the Employer's best effort to schedule a free weekend, the Nursing Technician will be compensated for all third weekend hours worked, at the rate of one and one-half (1 1/2) times the regular hourly rate of the Nursing Technician working the third consecutive weekend, (this is to be considered a third consecutive weekend worked differential). (Deviation from Policy and Rules). For the purposes of definition, the weekend begins at 7:01 a.m., Saturday and ends at 7:00 a.m., Monday. This applies only to employees in permanent and continuous full-time positions.

Section 3. Shift Bidding.

- (a) Facilities Management will fill shift vacancies for Building Service Worker employees who volunteer based on seniority and who are actively working. Such postings will be located at Facilities Management, UIC Hospital, and the College of Medicine Building. The Union will receive copies of any posting via fax and management acknowledges that the Union will use their Union literature to further advise bargaining unit employees of any available vacancies posted on official sites. Employees on disability, extended sick leave, or workers compensation leave will be considered for shift vacancies if the employee has made known their return to work date at least ten (10) days prior to management's decisions to fill a particular shift vacancy. Facilities Management will maintain bid list for each shift and will update a master list on a monthly basis or prior to filling vacancies on a particular shift.

The current shifts include the following:

- (1) Day shift starting time between 6:00 a.m. and 9:00 a.m.
- (2) Afternoon shift starting time between 3:00 p.m. and 4:30 p.m.
- (3) Night shift starting time between 10:00 p.m. and 11:00 p.m.

Based on the needs of the operations additional shifts may be added. If Facilities Management contemplates adding a shift the Employer will discuss with the Union. Employees may sign the shift bid list at any time. Employees may decline shift vacancies without penalty. Employees with greater seniority may not bump employees with lesser seniority once a shift vacancy has been filled. Shift vacancies not filled by seniority from the appropriate bid list will be filled by inverse seniority.

Employees who wish to be assigned/reassigned to an area custodial assignment within their shift may submit a request for reassignment to their immediate supervisor. Forms submitted to a foreman on a job site will be initialed with the date and time by the foreman and the employee.

- (b) From job schedules published for their information, written job bidding by Elevator Operators for jobs in their class will begin on or about August 1, yearly. In bidding for jobs, it is understood that workers are subject to reasonable temporary reassignment by the Employer to meet needs of its elevator service. Selection of incumbents, and their maintenance in job schedules, will be made from bidders fulfilling the following requirements in the order listed:

1. Needs of the service;
2. Physical capabilities of the bidder - excluding consideration of handicaps which do not preclude an employee from performing the essential required job function;
3. Seniority in classification.

New job assignments will become effective annually at 12:01 a.m., Monday preceding the Monday upon which the Employer's autumn academic quarter begins. The Employer will from time to time publish regulations implementing this Section, with advice and consent of the Labor Relations Office or Assistant Vice President for Human Resources, or his/her designee, copies being sent to the Union's office.

Section 4. Union Notification of Change in Shift Hours.

If it becomes necessary to change an employee's shift hours, the Employer will provide written notification to the Union at the same time that notice is given to the affected employees.

Section 5. Food Service Personnel Assignments.

Food Service personnel may be temporarily assigned to perform duties, in Food Service operations, other than those of their regular classifications. In such cases, workers shall receive the basic straight time hourly rates of the classifications to which they are temporarily assigned or their own rates, whichever are greater. Under this provision, it is agreed that any Food Service Worker may be required temporarily to receive cash and/or ring up sales on the cash register.

Section 6. Hospital Nutritional Service Employees

Effective as of the date of the signing of this Agreement, Hospital Nutritional Services employees who are not classified as Food Service Cashiers who perform cashier duties will have their basic straight time hourly rate increased fifty cents (50¢) per hour for all hours actually worked as a cashier, provided said work is performed pursuant to specific supervisory authority.

Section 7. Layoff Notice.

- (a) Insofar as possible the Employer will give at least fifteen (15) work days notice to the employee prior to the effective date of any layoff of that employee. If such notice is not to be given, the Employer shall be obligated to notify the Union of its intentions and, if the Union should so desire, to meet with a Union representative within twenty-four (24) hours to discuss the effective date of the proposed layoff. Portions of this Section constitute deviation from Policy and Rules.
- (b) At the written request of an employee, the Employer may lay off that individual employee without regard to the notice provisions set forth herein.

Section 8. Layoff Procedure.

Within an operational unit, all nonstatus employees in a classification (except students) will be terminated before status employees in the same classification are laid off. A student employee or earnfare/welfare worker shall not displace a Certified Civil Service employee.

In addition to the exception set forth in the preceding paragraph, the Employer will utilize the procedures outlined below when a reduction in the work force becomes necessary.

- (a) In the event an Employing Unit is required to layoff an employee, that employee will be placed in a vacant requisitioned position in the same classification.
- (b) If there are no vacant requisitioned positions, the displaced employees will bump the least senior employee in that classification in his/her administrative unit. If there are no employees in the classification in the administrative unit with less service or seniority, the employee will bump the least senior employee in the classification campus-wide.
- (c) If the employee is the least senior employee in the classification campus-wide and is serving an initial probation period with the Employer, the employee is placed on layoff status.
- (d) If the employee is the least senior employee in the classification campus-wide, is serving a probation period due to promotion and successfully completed a probation period in a previous classification, the employee will be offered a vacant requisitioned position in the previous classification. In the event there are no vacant requisitioned positions, the displaced employee will bump into the position of the least senior employees campus-wide. This process will repeat for the remaining classifications by ranked levels in descending order in the promotional line when the employee is the least senior in the classification offered. If the employee is the least senior for all classifications in the promotional line, this process (vacant position then bumping the least senior employee) will continue for other classifications in promotional lines in which the employee has accrued seniority. If the employee is the least senior employee campus-wide for all other classifications, the employee is placed on layoff status.
- (e) If the employee is the least senior employee in the classification campus-wide and has completed probation in the classification, the employee will be offered a vacant requisitioned position in the next lower classification in the promotional line. In the event there are no vacant requisitioned positions, the displaced employee will bump into the position of the least senior employee campus-wide. This process will repeat for the remaining classifications by ranked levels in descending order in the promotional line when the employee is the least senior in the classification offered. If the employee is the least senior for all classifications in the promotional line, this process (vacant position then bumping the least senior employee) will continue for other classifications in the promotional lines in which the employee has accrued seniority. If the employee is the least senior employee campus-wide for the other classifications, the employee is placed on layoff status.
- (f) At any time during the layoff/bumping process the displaced employee may choose to not exercise his/her bumping rights. The employee will provide a signed statement to that effect and will be placed on layoff status.

- (g) Recall from layoff to status positions will be in order of seniority beginning with the most senior.
- (h) The Associate Vice Chancellor for Human Resources, or his/her designee, shall be responsible for the administration of this policy.

Section 9. Identification Badges.

Employees covered in this Agreement may be required, while working or otherwise being upon the Employer's premises, to wear in the manner prescribed by the Employer appropriate identification badges provided by the Employer at no cost to the employees.

Section 10. Uniform Requirements.

- (a) As a condition of employment workers covered by the Collective Agreement shall wear uniforms and other special apparel, devices, and/or apparatuses for protective or safety reasons whenever the Employer so requires and in the manner it prescribes.
- (b) The Employer agrees to furnish, replace, repair, launder, and clean clothing provided workers in jobs, in its opinion, requiring special apparel for safety and protection, or where it requires wearing of special apparel for any reason whatsoever. This requirement upon the Employer specifically covers uniforms of Nursing Assistants and Food Service Workers.

Section 11. Uniform (Elevator Operator).

- (a) At no cost to Elevator Operator personnel covered by this Agreement, the Employer will furnish uniform articles as follows:

- Tie
- Coat
- Trousers/Skirt

- (b) Clothing will be furnished by Elevator Operators as follows:

- Shirt/Blouse
- Shoes, Black or Dark Brown
- Socks/Stockings, Dark

- (c) Replacement of uniform articles provided by the Employer shall be the responsibility of the Employer when such replacement is necessitated by normal wear and tear, and then only after inspection and approval by the Employer.

Section 12. Uniform (Mail Messenger and Supervisor).

- (a) The Employer will furnish uniforms to Mail Messenger and Mail Supervisors as it deems necessary, providing up to three (3) sets of uniforms (shirts) yearly (each fiscal year, July 1, through June 30, inclusive.)

The following items will also be provided, as deemed necessary by management:

Winter Caps and Winter Jackets
Rain Protection (excluding rubber footwear)

These employees will furnish and keep in good condition:

Dark Stockings and Black Shoes

- (b) Replacement of uniform articles provided by the Employer shall be the responsibility of the Employer when such replacement is necessitated by normal wear and tear, and then only after inspection and approval by the Employer.
- (c) Maintenance and preservation of uniform articles shall be the responsibility of each individual Mail Messenger or Mail Supervisor.
- (d) At the termination of employment the employee shall be responsible for returning to the Employer all uniform articles.

Section 13. Other Uniforms.

When the Employer furnishes uniforms not covered under Section 8, 9, and 10 of this ARTICLE, such uniforms shall be maintained by the employee and will be replaced by the Employer when such replacement is necessitated by normal wear and tear, and then only after inspection and approval by the Employer.

Section 14. Meal Periods.

Each employee expected to work seven and one-half (7 1/2) or eight (8) continuous hours shall be permitted at least thirty (30) minutes (unpaid) for a meal period that begins no later than five (5) hours after the start of the work period.

Section 15. Transfers and Reassignments

All transfers and reassignments shall be made in accordance with Statutes and Rules of the State Universities Civil Service System and Policy and Rules.

ARTICLE VIII DISCIPLINE

Section 1. Reprimand, Suspension, Demotion and Discharge.

Whenever an employee covered by this Agreement is given a written warning or reprimand, or is suspended, demoted, or discharged, or served with notice of intent to discharge or demote; a copy of the notice of such action, unless otherwise requested not to do so by the employee, will be given to the Union. Any memorandum relative to discipline sent to the Employee Relations Section of Personnel Services to be placed into the personnel file of any employee in any classification under this Collective Agreement shall, unless otherwise requested not to do so by the employee, be copied to the Union. Appeals from reprimand or suspension actions shall be in accordance with the Grievance Procedures outlined herein.

Section 2. Letters of Warning.

Letters of Warning, issued to Employees covered herein, will not be used against the Employee in any future decision concerning him/her more than six (6) months after the date of issuance. However, Letters of Warning may be used to establish a disciplinary pattern in all proceedings governed by the provisions of Article IX, Section 3(c) of this Agreement. All Letters of Warning will be initialed or signed by the employing department's director or designee and will be issued in a private manner.

Section 3. Disciplinary Suspensions.

Disciplinary Suspensions, issued to Employees covered herein, that are one (1) or more years old will not be used for the purpose of pyramiding penalties for like offenses. However, Disciplinary Suspensions may be used to establish a disciplinary pattern in all proceedings governed by the provisions of Article IX, Section 3(c) of this Agreement.

Section 4. Discipline.

Before issuing a Letter of Warning, the supervisor shall discuss with the employee the violation and whenever possible offer reasonable methods of correcting the violation. Whenever possible the employee may have representation present during the administration of informal discipline.

Section 5. Letters of Notification.

Letters of Notification may be used by a department to inform an employee of an investigation of charges which may result in discipline. If the employee is not disciplined the Letter of Notification will not be placed in the employee's personnel file. The department will investigate matters specified in the above mentioned letters as expeditiously as possible.

ARTICLE IX GRIEVANCE PROCEDURE

Section 1. General Provisions.

- (a) Definition - A grievance shall be defined as a complaint by an employee or the Union, which alleges a violation of a section or sections of this Collective Bargaining Agreement. It is the intent of the parties to extend to each employee a right to a fair hearing on any grievance.
- (b) Duties - Each supervisor and each employee have an obligation to make every effort to resolve employment relations problems as they arise. In any case where this effort fails, an appeal may be taken to a higher authority, pursuant to procedures set forth herein.
- (c) Representation - Each employee shall have the right to Union representation at grievance meetings and hearings. In the event an employee wishes to pursue a grievance without Union intervention, the Union shall be notified and given the opportunity to be present at all hearings and adjustments of such grievance. Employees shall have the right to Union representation at any meeting called for the purpose of administering discipline. Employees shall be informed of this right prior to such meetings.
- (d) Discipline and Discharge - No employee shall be disciplined or discharged except for just cause.
- (e) Legislative Authority - Nothing in this Agreement shall be construed to eliminate or reduce in any way the rights accorded employees under Civil Service System Statute and Rules, or the Illinois Educational Labor Relations Act. Employees who wish to grieve a demotion or discharge shall follow the provisions of Article IX, Section 3(c) or Section 3(d) of this Agreement, whichever is applicable.
- (f) Related Services - Employees are encouraged to make use of the University's Affirmative Action Office and Employee Assistance Program to resolve personal and other matters falling within these realms.
- (g) Time spent investigating or presenting a grievance by an Employee or his/her representative (if the representative is an Employee of the Employer) shall be compensated fully at the basic straight time wage or salary rate, but only for time spent during a regularly scheduled workday and shift. Paid time will not be allowed for time spent outside the regular shift. In no event shall an employee leave his/her assigned duties without the knowledge and permission from his/her designated supervisor. Permission shall normally be given, subject to emergency situations which the Employer alone defines.
- (h) Scheduling of Meetings - Employees who work a shift which begins after 6:00 p.m. and ends prior to 7:30 a.m. may have said shift adjusted to accommodate a grievance hearing to be held during the normal day shift. Notwithstanding the above, the Employer may schedule grievance meetings/hearings during an employee's regularly scheduled shift if required by the needs of the operation.

- (i) A copy of all grievances and responses to said grievance at the Campus Chancellor and the Associate Vice President for Administration and Human Resource levels issued to employees covered herein will be forwarded to the Union and the Union Steward. The Department Head response to said grievance issued to employees covered hereunder will be given to the appropriate Union Steward as designated to the department by the Union.

Section 2. Procedure.

Informal Step - An employee who has a request or complaint will discuss the request or complaint with his/her designated supervisor in an effort to settle the same. An employee may do this personally, or through the Union. If the designated supervisor and/or the employee, after full discussion, feel the need for aid in arriving at a resolution, they may by agreement invite such other additional Employer or Union representatives as may be necessary and available to participate in further discussions. Such additional participants shall act as resource personnel but shall not relieve the designated supervisor and the Employee from the responsibility for resolving the problem.

This procedure, if followed in good faith by both parties, should lead to a fair and prompt solution to most of the Employer/Employee problems. However, if a request or complaint is not satisfactorily resolved, the Employee or the Union may file a formal written grievance under the procedure outlined below.

If the grievance involves disciplinary action which has been discussed at the employees pre-disciplinary meeting, no informal step is required.

Step One

- (a) To be considered formally, a grievance must be in written form, signed by the grievant(s) or a Union Representative (Steward, Business Representative), and filed with the appropriate supervisor. The written grievance need not follow any particular format, but it should include a report on the efforts to settle informally and such facts that may be of aid in arriving at a prompt and definitive resolution to the matter and the redress sought by the Employee. It must also cite the Section(s) of the Collective Bargaining Agreement which are alleged to have been violated and it must also be submitted within thirty (30) work days after the occurrence leading to the grievance, or within thirty (30) work days of knowledge thereof. This time limit may be extended for just cause by the Chancellor, the Associate Vice President for Administration and Human Resources, or a designee named by either official.
- (b) The designated supervisor will review the informal decision he/she gave earlier. The supervisor may change, modify, or affirm this decision, and must provide the grievant with a written response. If the supervisor's decision effects an agreement with the grievant, this will dispose of the grievance. If the supervisor affirms his/her original decision or changes the decision in a manner not acceptable to the grievant, the supervisor will add a statement to that effect to the written grievance and shall note the date he/she received the written grievance and forward it to the Department Head within two (2) workdays after its receipt.

- (c) The Department Head shall consider and answer the grievance in writing not later than seven (7) workdays following the date upon which it was formally presented to the appropriate designated supervisor. If the Department Head fails to answer within these seven (7) workdays, or if the Department Head's answer does not resolve the grievance in a manner acceptable to the grievant, he/she may appeal to Step Two of the procedure.

Step Two

- (a) Notwithstanding the provisions of Step One above, grievances concerning discharge or demotion shall be filed directly at Step Two within ten (10) calendar days of the Employer's serving of "Written Charges for Discharge" or "Notice of Demotion" pursuant to Rules and Regulations of the State Universities Civil Service System, Chapter VI, Sec. 250.111 (e) or (f). In addition, the Union may file a grievance (as defined in this Article IX) at Step Two if the grievance is common to employees employed in at least two (2) administrative units covered under this Agreement as of the date of the grievance.
- (b) An appeal from Step One of the grievance procedure must be filed in writing within seven (7) workdays after the Step One response is received or due, whichever occurs first. Any decision by the Department Head at Step One that is not appealed within seven (7) workdays after it is received or due shall be considered binding upon the Employer, the grievant and the Union.
- (c) The appeal at Step Two shall be filed with the Chancellor.
- (d) Upon receipt of an appeal, the Chancellor or an official designated to act for him/her shall offer a fair hearing to the grievant(s), shall conduct any investigation that he/she feels is needed, and shall issue a written decision on the grievance within fifteen (15) workdays after receipt of an appeal.
- (e) If the Chancellor fails to do so, or if his/her decision is unacceptable to the grievant, he/she may appeal the grievance to Step Three of the procedure.
- (f) Any hearing conducted by the Chancellor shall follow informal procedures, with emphasis given to ensure that each person who is able to contribute materially to the resolution of the grievance has full opportunity to be heard. Those present should include as a minimum the supervisor in the line of supervision over the grievant who has the most thorough

knowledge of the circumstances surrounding the grievance, and the grievant and his/her representative. A member of the staff of the Human Resources Office should be available as a resource person.

Step Three

- (a) An appeal from Step Two of the grievance procedure must be filed with the Associate Vice President for Administration and Human Resources within seven (7) workdays after it is received or due. If the decision is not appealed within that time, it shall be binding upon both

parties. If the grievant elects to appeal to the Associate Vice President for Administration and Human Resources, the Chancellor or his/her designee shall make available to the Associate Vice President for Administration and Human Resources the existing record of the case, including a copy of the written grievance, the resolution sought by the grievant, and the Chancellor's decision and reasons therefore.

- (b) Upon receipt of an appeal the Associate Vice President for Administration and Human Resources or his/her designee will make a complete and thorough review of the written record of the grievance, request any additional information or conduct any further investigation he/she feels necessary. The Associate Vice President for Administration and Human Resources or his/her designee shall then determine if the written information provides adequate documentation of the grievance and issue a written decision or he/she shall offer a fair hearing to the grievant and/or Union for the purpose of obtaining additional information and issue a written decision thereafter. The written decision shall be issued fifteen (15) workdays after the receipt of the appeal from Step Two.
- (c) The Associate Vice President for Administration and Human Resources will evaluate the grievance in its entirety from the first level of appeal, and will not be restricted to only those issues whereby agreement was not reached at the Step One or Two level of the procedure.
- (d) Any hearing conducted by the Associate Vice President for Administration and Human Resources, or his/her designee will follow informal procedures, with emphasis given to ensure that each person who is able to contribute materially to the resolution of the grievance has full opportunity to be heard. Those present should include as a minimum the supervisor(s) in the line of supervision over the grievant who has the most thorough knowledge of the circumstances surrounding the grievance, and the grievant and his/her representative. A member of the staff of the Human Resource Office should be available as a resource person.
- (e) If the decision of the Associate Vice President for Administration and Human Resources, or his/her designee, does not resolve the grievance in a manner acceptable to the grievant, the grievance may be moved to arbitration.
- (f) Any time limit established herein may be extended for good cause by mutual agreement of the parties.

Section 3. Variations.

- (a) An employee who has a grievance based on discrimination shall first discuss the complaint informally with his/her designated supervisor, Department Head, the campus Nonacademic Affirmative Action Officer or other official designated by the Chancellor, in an effort to settle the matter. If such is not possible, the employee may file a formal grievance.
- (b) The campus Nonacademic Affirmative Action Officer will hold the name of any employee in confidence upon request, unless that employee files a formal written grievance or otherwise

publicizes the grievance. The complainant may at any time withdraw from the informal proceedings and file a written formal grievance. Should a formal grievance be filed, the campus Nonacademic Affirmative Action Office may be called upon to assist throughout the proceedings and to provide input.

- (c) Involuntary separation from 1) a non-status position or 2) during the probationary period is subject to the grievance procedure except that such separation may not be appealed to arbitration. In considering any appeal of involuntary separation in such a case, the review of the Associate Vice President for Administration and Human Resources will be limited to the question of whether the dismissal violates the non-discrimination provisions of this Agreement, or is otherwise inconsistent with the Employer's equal employment obligations and policies.
- (d) If any part of the decision of the Associate Vice President for Administration and Human Resources is an action or omission of action under the State Universities Civil Service System Statute or Rules, such part may be reviewable by the System Director or by the State Universities Civil Service System Merit Board under Civil Service System rules. Except as provided in subsection (c) above, questions which are reviewable by the System Director are not subject to arbitration. Determinations of whether questions are reviewable shall be made by the System Director, not by an arbitrator. If review of a part of a decision of the Associate Vice President for Administration and Human Resources, or his/her designee, is requested pursuant to State Universities Civil Service System rules, the time within which arbitration of other questions in the decision of the Associate Vice President for Administration and Human Resources, or his/her designee is extended to thirty (30) calendar days after said review is completed and received.

Section 4. Arbitration.

- (a) If the grievance has not been resolved at Step Three of the procedure, the Union may appeal the grievance to arbitration, provided the request for arbitration is submitted within twenty-one (21) workdays after the decision at Step Three was received or due, and provided arbitration is not precluded under this Agreement. Costs of the arbitration, including the fee of the chairperson, shall be equally divided between the Union and the University, except that each party will be responsible for any expense (1) incurred in the preparation and presentation of its own case, and (2) for the salary and expenses of its own arbitrator. Costs incurred for the services of a court reporter and the production of a transcript shall be equally divided by the Union and the University, however, refusal by either party to share these costs shall prohibit that party from obtaining any record (transcription) of the arbitration hearing.
- (b) An appeal of a grievance by the Union may be instituted by filing with the Associate Vice President for Administration and Human Resources a request for arbitration, stating the issue of the original grievance to be arbitrated, and designating one (1) member of the Arbitration Board.
- (c) The Associate Vice President for Administration and Human Resources, or his/her designee shall designate a second member of the Arbitration Board, who shall be acceptable to the appropriate Chancellor. Within ten (10) workdays after designation, these two (2) members of

the Arbitration Board shall endeavor to agree on a third member, who shall act as chairperson of said Board. In the event they cannot agree upon a chairperson, the two designated members of the Board shall, within ten (10) workdays following disagreement on the selection of a third member, jointly request a list of seven (7) arbitrators from the Director of Arbitration Services of the Federal Mediation and Conciliation Service.

- (d) Within fifteen (15) calendar days of receipt of such list, the two (2) designated members of the Arbitration Board shall select a chairperson for the Board by alternately striking names from the list provided that one (1) such panel may be rejected by either party prior to striking in which event a request will be made for a second panel. The party to strike the first name from the list shall be determined by the toss of a coin. The last remaining name on the list shall be the chairperson.
- (e) If, for any reason, the person thus selected is unavailable, the procedure shall be repeated. If necessary, a new list shall be requested. The decision of the Arbitration Board shall be final and binding upon the Employer, the employee and the Union; and, the Arbitrator shall have no authority to amend or modify any terms of this Agreement.
- (f) Dilatory tactics or actions shall not be permitted, and the designated members of the Arbitration Board shall make all good faith efforts to select a chairperson within thirty (30) workdays, but in no event later than forty-five (45) workdays after receipt of the list of arbitrators from the Federal Mediation and Conciliation Service.
- (g) Any time limit established herein may be extended for good cause, by mutual agreement of the parties.

(This ARTICLE IX represents a deviation from Policy and Rules.)

ARTICLE X SENIORITY

Section 1. Service and Seniority.

Service and seniority is governed by rules and regulations of the State Universities Civil Service System and by the provisions of Policy and Rules.

Seniority shall be considered in granting vacation requests of one (1) week or longer and in accordance with the operational needs of the unit.

Section 2. Rosters.

The Employer will, upon request of the Union, provide copies of rosters to the Union, by class and lesser units if any, showing each Employee's seniority and relative position in such rosters. Such request shall be limited to two (2) in any contract year. When it becomes necessary to effect a layoff a seniority list will be developed in accordance with State Universities Civil Service Statute and Rules.

Copies of this list will be forwarded to the employing department and the Union. The employing department will post a copy of the seniority list in a conspicuous place within the department.

ARTICLE XI STUDENT APPOINTMENTS

A student employee shall not displace a certified Civil Service employee.

ARTICLE XII EXTRA HELP APPOINTMENTS

Section 1. Conditions of Use.

An Extra Help appointment may be made, by the Employer to any position for work which the Employer attests to be casual or emergent in nature, and which meets the following conditions:

- (a) the amount of time for which the services are needed is not usually predictable;
- (b) payment for work performed is usually made on an hourly basis; and
- (c) the work cannot readily be assigned either on a straight-time or on an overtime basis to a status employee.

Section 2. Qualifications.

Qualification determination shall consist of a review of the employee's application and a verbal interview. Qualifications will be determined to be: Acceptable or Not Acceptable. Where skills are required for clerical/secretarial positions, an examination to demonstrate acceptable skills will be administered. The applicant will be required to pass the examination at a standard established by the Employer. A listing of those applicants who have been determined to be Acceptable shall be maintained by the Employer.

Section 3. Filling of Extra Help Positions.

The Employer shall fill an Extra Help position by referring persons to the employing unit from the Extra Help list of Acceptable Candidates.

Section 4. Acceptance or Refusal of Extra Help Appointments.

Acceptance or refusal to accept an Extra Help appointment by a candidate shall in no way affect the candidate's position on any extra Help list, or on any other register maintained by the Employer.

Section 5. Establishment of Classifications.

Classifications will be established in broad categories, such as administrative, professional, technical, clerical, trades, and service.

Section 6. Maximum Utilization.

An Extra Help position may be utilized for a maximum of nine hundred (900) hours of actual work in any consecutive twelve (12) calendar months. The Employer shall review the status of the position at least every three (3) calendar months. If at any time it is found that the position has become an appointment which is other than Extra Help, the Employer shall terminate the Extra Help appointment. If an Extra Help position has accrued nine hundred (900) consecutive hours, the position shall not be reestablished until six (6) months time have elapsed from the date of the termination of the position.

Section 7. Resumption of Employment by Extra Help Employee.

Upon working nine hundred (900) hours, an Extra Help employee cannot resume employment in any Extra Help appointment at a place of employment until thirty (30) calendar days have elapsed.

Section 8. Employer Quarterly Compliance Review.

The Employer shall quarterly review its use of Extra Help appointments to ensure compliance with these rules.

Section 9. Compensation.

Compensation of Extra Help employees shall be within the limits established for comparable service in status employment.

**ARTICLE XIII
UNION LEAVE**

An employee covered by this Collective Agreement who is elected or appointed to a Union office may request and be granted leave without pay in accordance with Policy and Rules, Policy Number 11, Approved and Unapproved Absences.

**ARTICLE XIV
PERSONNEL FILES**

Section 1. Official Personnel File.

The Employer's Campus Human Resources Office maintains the official personnel file for covered employees. When any document related to disciplinary action is placed in an employee's official personnel file, the Employer shall furnish the employee a copy of such document.

Section 2. Employee Review of Official Personnel File

Employees will be permitted to review their official personnel file pursuant to provisions of the Illinois Employee Access to Records Act (820 ILCS 40/1 et seq.) and Policy and Rules. If authorized by an employee in writing, the Union may also review the official personnel file pursuant to relevant provisions of this Act. Such review may be made during working hours, with no loss of pay for the time spent, and the employee may be accompanied by a Union representative if he/she so wishes.

Reasonable requests to copy documents in the files shall be honored. Employees (and the Union) will also be permitted to review their departmental personnel file(s) in accordance with the procedures set forth above.

Section 3. Employee Notification

A copy of any material related to employee performance which is placed in the personnel file shall be submitted to the employee. Employees may dispute information in the file and if unable to reach an agreement with the University on correcting or removing that information, may submit a statement to be attached to the disputed material as long as it is part of the file.

Section 4. Information Necessary to Employment

Information about employees in the official personnel file or file maintained by the employing department shall include only that which is necessary and relevant to employment and should be used only for those purposes.

ARTICLE XV DUES DEDUCTION AND FAIR SHARE

Section 1. Dues Deduction.

Upon receipt of a written and signed authorization card of an employee, the Employer shall deduct the amount of Union dues, and initiation fee, if any, or other authorized deduction set forth in such card and any authorized increase therein, and shall remit such deductions bi-monthly (twice each month) to the Union at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any increases in dues, in writing, at least thirty (30) days prior to its effective date.

Section 2. Fair Share.

Pursuant to 115 ILCS et seq, the parties agree that as of the date of the signing hereof, if a majority of the members of the Bargaining Unit recognized hereby have voluntarily authorized a deduction under Section 1 of this ARTICLE, or if the Union otherwise demonstrates and verifies to the Employer's satisfaction in a manner acceptable to the Employer that such majority of the members of said unit are dues paying members of the Union at the time, nonunion members employed in the Bargaining Unit, who choose not to become members within thirty (30) calendar days of employment or thirty (30) calendar days of the signing hereof, shall be required to pay a Fair Share Fee not to

exceed the amount of dues uniformly required of its members. Such Fair Share Fee shall be deducted from the employee's paycheck. Such involuntary deduction shall remain in effect for the duration of this Labor Agreement unless said amount is changed by action of the I.E.L.R.B. Such involuntary deductions shall be forwarded to the Union along with the deductions provided for in Section 1 of the ARTICLE.

Section 3.

The Employer and the Union are both cognizant of the provisions of the Illinois Educational Labor Relations Act and Rules promulgated by the I.E.L.R.B. which deal with Fair Share Fees. The Act and these Rules as they may be amended from time to time are incorporated in this Agreement by reference and the Employer and the Union agree to comply with and abide by all provisions of the Act and said Fair Share Rules.

Section 4.

In the event that any employee covered hereby is precluded from making a Fair Share involuntary contribution as required by Section 2 hereof, on account of bona fide religious tenets or teachings of a church or religious body of which that employee is a member, that employee shall have the right to refuse to allow said involuntary deduction provided, however, that said right to refuse shall continue only so long as the employee makes contributions at least equal in amount to the Fair Share Fee amount to a nonreligious charitable organization mutually agreed upon by the employee so refusing and the Union. For this purpose the Union shall certify to the Employer the names of all employees covered hereby who are relieved of the obligation to pay a Fair Share Fee by virtue of this Section; and it shall be the sole obligation of the Union to verify that contributions contemplated hereby have actually been made and that said employees are not subject to a Fair Share Fee involuntary deduction. The employee shall, on a monthly basis, furnish satisfactory evidence to the Union that such payment has been made.

Section 5.

The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, cost, expense, or any other form of liability, including attorneys fees and costs arising from or incurred as a result of any act taken or not taken by the Employer, its members, officers, agents, employees or representatives in complying with or carrying out the provisions of this ARTICLE; in reliance on any notice, letter, or authorization forwarded to the Employer by the Union pursuant to this ARTICLE; and including any charge that the Employer failed to discharge any duty owed to its employees arising out of the Fair Share deduction; provided however, the Union shall not be obligated to indemnify the Employer to the extent that any damages occur as a result of the Employer's negligence. The Employer shall immediately inform the Union of any appeals or legal actions regarding this ARTICLE.

Section 6.

Nothing contained herein shall require the Employer to take any action to collect any Fair Share Fee from any employee in any given pay period except to the extent that such employee earns wages from the Employer in that period.

Section 7.

In the event that all or any part of the I.E.L.R.B Rules referred to in Section 3 of this ARTICLE lapse or become inoperative for any reason, then the parties agree that said Rule or Rules will become inoperative in this Contract and the parties shall then commence to negotiate substitute appropriate Fair Share provision(s) to this ARTICLE. Unless otherwise prohibited by law, the Employer shall continue Fair Share payroll deductions during the negotiation process.

Section 8.

The Employer shall take such steps as may be required to accomplish any wage withholding authorized or required by Sections 1 and 2 hereof and shall do such things as are necessary to cause said withholding to be remitted to the Collective Bargaining agent within thirty (30) calendar days after date of withholding, provided that nothing contained in the Article shall require the Employer to make any withholding unless and until the Union has notified the Employer of the address to which the amount so withheld should be sent and has certified the amount of dues/assessments to be withheld both within sufficient time to permit the Employer to carry out its obligations to so withhold. The amount withheld shall not change until the Union notifies the Employer that different dues/assessments amounts should be collected.

**ARTICLE XVI
NO STRIKE OR LOCKOUT**

Section 1. No Strike.

During the term of this Agreement there shall be no strikes, work stoppages or slow downs, or any other form of concerted job action. No officer or representative of the Union shall authorize, institute, instigate, aid or condone any such activities by bargaining unit members.

Section 2. Employer/Employee Rights.

The Employer has the right to discipline, up to and including discharge, its Employees for violating the provisions of this Article.

Section 3. No Lockout.

No lockout of Employees shall be instituted by the Employer or its representatives during the term of this Agreement.

**ARTICLE XVII
SEPARABILITY CLAUSE**

Should any provision of this Agreement be ruled illegal or invalid, by Statute or by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect for its duration.

ARTICLE XVIII
PERIOD COVERED, STATUS DURING NEGOTIATIONS, STEP INCREASES -
SUCCESSOR NEGOTIATIONS AND COMMENCEMENT OF NEGOTIATIONS

Section 1. Period Covered.

This Agreement shall become effective at the start of the first shift beginning after 12:01 a.m., October 1, 2000 and remain in full force and effect through the completion of the last shift beginning prior to 12:00 p.m. (midnight), October 1, 2005. This Agreement shall automatically be renewed thereafter from year to year unless either Party notifies the other in writing at least ninety (90) days prior to its expiration date of a desire to modify or terminate it, in which event negotiations will be undertaken no later than thirty (30) days thereafter without undue delay.

Section 2. Status During Negotiations.

Once the notice called for in Section 1 or Section 2 above has been given, this Agreement shall remain in full force and effect indefinitely throughout the negotiations until a new Agreement has been entered into; provided, however, that either Party may after the expiration date of the Agreement terminate the same by giving at least ten (10) days written notice of its intention to so terminate.

Section 3. Step Increases - Successor Negotiations

Step increases will continue during the successor contract negotiations period for thirteen (13) pay periods after the expiration date of this Agreement unless the parties negotiate and agree otherwise.

Section 4. Commencement of Negotiations.

The Party giving notice of a desire to modify the Agreement as provided for in Section 1 above, shall commence negotiations by submitting in writing a detailed list of the modifications or changes desired. The Party receiving said notice may propose additional changes in the Agreement, in writing.

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their hands
on this _____ day of _____ 2001.

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 73, AFL-CIO, CLC

THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ILLINOIS

Christine Boardman, President

BY:
Comptroller

Bill Silver
City Division Director

ATTEST:
Secretary

APPROVED: _____
Associate Vice President for
Administration and Human
Resources

Associate Vice Chancellor
for Administration

Labor Relations Specialist and
Chief Negotiator

APPROVED AS TO LEGAL FORM:

University Counsel (date)

APPENDIX "A"
TO THE AGREEMENT BY AND BETWEEN
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 73, AFL-CIO, CLC

<u>CLASS</u>	<u>PROGRESSION LENGTH OF SERVICE IN CLASS</u>	<u>WAGE RATE 10-01-00</u>	<u>WAGE RATE 9-30-01</u>	<u>WAGE RATE 9-29-02</u>	<u>WAGE RATE 9-28-03</u>	<u>WAGE RATE 10-03-04</u>
Laboratory Animal Caretaker	0 - 2 years	\$ 9.548	\$10.788	\$12.028	\$13.268	\$14.508
	over 2 years	\$12.328	\$13.406	\$14.484	\$15.562	\$16.640
Laboratory Animal Care Tech I	0 - 2 years	\$11.961	\$12.716	\$13.470	\$14.224	\$14.978
	over 2 years	\$14.983	\$15.892	\$16.801	\$17.710	\$18.619
Laboratory Animal Care Tech II	0 - 2 years	\$14.205	\$14.960	\$15.714	\$16.468	\$17.222
	over 2 years	\$16.849	\$17.704	\$18.559	\$19.414	\$20.269
Building Inspector	0 - 2 years	\$11.685	\$12.036	\$12.397	\$12.769	\$13.152
	over 2 years	\$14.465	\$14.899	\$15.346	\$15.806	\$16.280
Building Service Foreman*	0 - 6 months	\$13.113	\$13.726	\$14.413	\$15.118	\$15.572
	over 6 months	\$14.697	\$15.423	\$16.194	\$16.987	\$17.497
Building Service Worker - Chicago Campus	0 - 2 years	\$ 9.834	\$10.159	\$10.494	\$10.840	\$11.165
	over 2 years	\$12.885	\$13.529	\$14.205	\$14.901	\$15.348
Construction Laborer	Minimum	\$20.240	\$21.960	\$23.827	\$25.852	\$28.049
Building Service Worker - Rockford Campus	0 - 2 years	\$ 8.742	\$ 9.179	\$ 9.638	\$10.110	\$10.413
	2 - 4 years	\$ 9.673	\$10.157	\$10.665	\$11.188	\$11.524
	4 - 6 years	\$10.381	\$10.900	\$11.445	\$12.006	\$12.366
	over 6 years	\$10.844	\$11.386	\$11.955	\$12.541	\$12.917
Elevator Operator	Minimum DAY	\$12.830	\$13.215	\$13.611	\$14.019	\$14.440
	6 months	\$13.745	\$14.157	\$14.582	\$15.019	\$15.470
	Minimum NIGHT	\$13.041	\$13.432	\$13.835	\$14.250	\$14.678
	6 months	\$13.989	\$14.409	\$14.841	\$15.286	\$15.745
Food Service Cashier	0 - 2 years	\$ 7.574	\$ 7.801	\$ 8.035	\$ 8.276	\$ 8.524
	2 - 4 years	\$ 8.657	\$ 8.917	\$ 9.185	\$ 9.461	\$ 9.745
	4 - 6 years	\$ 9.739	\$10.031	\$10.332	\$10.642	\$10.961
	over 6 years	\$10.388	\$10.700	\$11.021	\$11.352	\$11.693
Food Service Worker I	0 - 2 years	\$ 7.102	\$ 7.457	\$ 7.830	\$ 8.222	\$ 8.633
	over 2 years	\$ 8.063	\$ 8.466	\$ 8.889	\$ 9.333	\$ 9.800

* Keep top rate at 14% over top BSW rate for term of contract
Keep 0-6 months rate at 89% of "over 6 month" rate

CLASS	PROGRESSION	WAGE RATE	WAGE RATE	WAGE RATE	WAGE RATE	WAGE RATE
	LENGTH OF SERVICE IN CLASS	10-01-00	9-30-01	9-29-02	9-28-03	10-03-04
Food Service Worker II	0 - 2 years	\$ 8.116	\$ 8.522	\$ 8.948	\$ 9.395	\$ 9.865
	over 2 years	\$ 9.015	\$ 9.466	\$ 9.939	\$10.436	\$10.958
Food Service Worker III	0 - 2 years	\$ 9.198	\$ 9.658	\$10.141	\$10.648	\$11.180
	over 2 years	\$10.381	\$10.900	\$11.445	\$12.017	\$12.618
Food Service Worker IV	0 - 2 years	\$10.280	\$10.794	\$11.334	\$11.901	\$12.496
	over 2 years	\$13.526	\$14.202	\$14.912	\$15.658	\$16.441
Food Service Laborer	0 - 2 years	\$ 8.116	\$ 8.522	\$ 8.948	\$ 9.395	\$ 9.865
	over 2 years	\$ 9.636	\$10.118	\$10.624	\$11.155	\$11.713
Hospital Service Foreman	Minimum	\$13.113	\$13.726	\$14.413	\$15.118	\$15.572
	6 months	\$14.697	\$15.423	\$16.194	\$16.987	\$17.497
Hospital Service Worker	0 - 2 years	\$ 9.834	\$10.159	\$10.494	\$10.840	\$11.165
	over 2 years	\$12.885	\$13.529	\$14.205	\$14.901	\$15.348
Housekeeper	0 - 2 years	\$ 9.834	\$10.159	\$10.494	\$10.840	\$11.165
	over 2 years	\$12.885	\$13.529	\$14.205	\$14.901	\$15.348
Locker Room Attendant	0 - 2 years	\$ 9.753	\$10.046	\$10.347	\$10.657	\$10.977
	over 2 years	\$12.796	\$13.180	\$13.575	\$13.982	\$14.401
Maid	0 - 2 years	\$ 8.196	\$ 8.860	\$ 9.578	\$10.354	\$10.665
	over 2 years	\$11.036	\$12.040	\$13.136	\$14.331	\$14.761
Mail Messenger	0 - 2 years	\$14.494	\$15.219	\$15.980	\$16.779	\$17.618
	2 - 4 years	\$15.982	\$16.781	\$17.620	\$18.501	\$19.426
	4 - 6 years	\$17.038	\$17.890	\$18.785	\$19.724	\$20.710
	over 6 years	\$18.264	\$19.177	\$20.136	\$21.143	\$22.200
Mail Supervisor **	Minimum	\$15.943	\$16.741	\$17.578	\$18.457	\$19.380
	Maximum	\$20.090	\$21.095	\$22.150	\$23.257	\$24.420
**10% above appropriate hourly length of service rate for Mail Messenger						
Messenger - Determined by Employer	0 - 2 years	\$ 8.061	\$ 8.303	\$ 8.552	\$ 8.809	\$ 9.073
	over 2 years	\$ 9.989	\$10.289	\$10.598	\$10.916	\$11.243
Transporter I	0 - 3 years	\$ 8.742	<i>Start</i> \$ 9.004	\$ 9.274	\$ 9.552	\$ 9.839
	Over 3 years	\$11.571	<i>After 1 yr.</i> \$ 9.975	\$10.274	\$10.582	\$10.899
			<i>After 2 yrs.</i> \$10.946	\$11.274	\$11.612	\$11.960
			<i>Over 3 yrs.</i> \$11.918	\$12.276	\$12.644	\$13.023
Nursing Assistant	0 - 2 years	\$ 8.272	\$ 8.520	\$ 8.776	\$ 9.039	\$ 9.310
	over 2 years	\$11.036	\$11.367	\$11.708	\$12.059	\$12.421

CLASS	PROGRESSION		WAGE RATE	WAGE RATE	WAGE RATE	WAGE RATE	WAGE RATE
	LENGTH OF SERVICE IN CLASS	Steps*	<u>10-01-00</u>	<u>9-30-01</u>	<u>9-29-02</u>	<u>9-28-03</u>	<u>10-03-04</u>
Nursing Technician		1	\$ 9.643	\$10.334	\$10.644	\$10.963	\$11.292
		2	\$10.032	\$10.678	\$10.998	\$11.328	\$11.668
		3	\$10.334	\$11.013	\$11.343	\$11.683	\$12.033
		4	\$10.678	\$11.362	\$11.703	\$12.054	\$12.416
		5	\$11.013	\$11.741	\$12.093	\$12.456	\$12.830
		6	\$11.362	\$12.065	\$12.427	\$12.800	\$13.184
		7	\$11.741	\$12.677	\$13.057	\$13.449	\$13.852
		8	\$12.065	\$13.019	\$13.410	\$13.812	\$14.226
		9	\$12.677	\$13.644	\$14.053	\$14.475	\$14.909

Effective 9/30/01 New Pay Plan. On 9/30/01 employees will be placed on same step in new Pay Plan as they were on in old Pay Plan.

Operating Room Technician	Steps*		WAGE RATE	WAGE RATE	WAGE RATE	WAGE RATE	WAGE RATE
	LENGTH OF SERVICE IN CLASS	Steps*	<u>10-01-00</u>	<u>9-30-01</u>	<u>9-29-02</u>	<u>9-28-03</u>	<u>10-03-04</u>
	1	0-11 months	\$13.148	\$13.542	\$13.948	\$14.366	\$14.797
	2	12-23 months	\$13.602	\$14.010	\$14.430	\$14.863	\$15.309
	3	24-35 months	\$14.042	\$14.463	\$14.897	\$15.344	\$15.804
	4	36-47 months	\$14.480	\$14.914	\$15.361	\$15.822	\$16.297
	5	48-59 months	\$14.948	\$15.396	\$15.858	\$16.334	\$16.824
	6	60-71 months	\$15.346	\$15.806	\$16.280	\$16.768	\$17.271
	7	72-83 months	\$16.225	\$16.712	\$17.213	\$17.729	\$18.261
	8	84-95 months	\$17.149	\$17.663	\$18.193	\$18.739	\$19.301
	9	96-107 months	\$18.127	\$18.671	\$19.231	\$19.808	\$20.402
	10	108 or more months		\$19.230	\$19.807	\$20.401	\$21.013

New Step 10 effective 9/30/01

* 12 months service in step required to advance to next highest step.

Physical Therapy Aide	Steps**		WAGE RATE	WAGE RATE	WAGE RATE	WAGE RATE	WAGE RATE
	LENGTH OF SERVICE IN CLASS	Steps**	<u>10-01-00</u>	<u>9-30-01</u>	<u>9-29-02</u>	<u>9-28-03</u>	<u>10-03-04</u>
	1		\$ 9.545	\$ 9.831	\$10.126	\$10.430	\$10.743
	2		\$11.036	\$11.367	\$11.708	\$12.059	\$12.421
	3		\$12.566	\$12.943	\$13.331	\$13.731	\$14.143

**For Physical Therapy Aides 12 mos. service in Step required to advance from Step 1 to Step 2 and 36 mos. in class required to progress to Step 3.

Medical Assistant	WAGE RATE	WAGE RATE	WAGE RATE	WAGE RATE	WAGE RATE	WAGE RATE
WAGE RATE	<u>8/20/00</u>	<u>8/19/01</u>	<u>8/18/02</u>	<u>9/29/02</u>	<u>9/29/03</u>	<u>10/03/04</u>
Start	\$11.085	\$11.279	\$11.392	\$11.734	\$12.086	\$12.449
After 1 year	\$11.528	\$11.730	\$11.847	\$12.202	\$12.568	\$12.945
After 2 years	\$11.989	\$12.199	\$12.321	\$12.691	\$13.072	\$13.464
After 3 years	\$12.469	\$12.687	\$12.814	\$13.198	\$13.594	\$14.002
After 4 years	\$12.968	\$13.194	\$13.326	\$13.726	\$14.138	\$14.562
After 5 years	\$13.487	\$13.722	\$13.859	\$14.275	\$14.703	\$15.144
After 6 years	\$13.757	\$13.996	\$14.136	\$14.560	\$14.997	\$15.447
After 7 years	\$14.026	\$14.271	\$14.414	\$14.846	\$15.291	\$15.750
After 8 years	\$14.307	\$14.556	\$14.702	\$15.143	\$15.597	\$16.065
After 9 years	\$14.587	\$14.842	\$14.990	\$15.440	\$15.903	\$16.380
After 10 years	\$14.879	\$15.139	\$15.290	\$15.749	\$16.221	\$16.708
After 11 years	\$15.170	\$15.436	\$15.590	\$16.058	\$16.540	\$17.036
After 12 years	\$15.473	\$15.745	\$15.902	\$16.379	\$16.870	\$17.376
After 13 years	\$15.777	\$16.053	\$16.214	\$16.700	\$17.201	\$17.717
After 14 years	\$16.093	\$16.374	\$16.538	\$17.034	\$17.545	\$18.071
After 15 or more years	\$16.408	\$16.695	\$16.862	\$17.368	\$17.889	\$18.426

CLASSIFICATION

Medical Assistant with Certification*

*8% above appropriate length of service rate for Medical Assistants for duration of contract.

Credit for previous experience for newly hired employees in classification of Nursing Assistant, Nursing Technician, Operating Room Technician, Physical Therapy Aide and Medical Assistant.

Newly hired employees in these classifications may be placed on a Step in the pay plan for their classification based upon recent related comparable experience. Employees will be hired at rates of pay commensurate with their full-time equivalent recent experience performing work comparable in their respective classification and will be placed on a Step in their pay plan accordingly.

<u>CLASS</u>	<u>PROGRESSION LENGTH OF SERVICE IN CLASS</u>	<u>WAGE RATE 10-01-00</u>	<u>WAGE RATE 9-30-01</u>	<u>WAGE RATE 9-29-02</u>	<u>WAGE RATE 9-28-03</u>	<u>WAGE RATE 10-03-04</u>
**Agricultural Gardener	0 - 2 years	\$ 8.195	\$ 8.441	\$ 8.694	\$ 8.955	\$ 9.224
	over 2 years	\$11.036	\$11.367	\$11.708	\$12.059	\$12.421
**Community Worker	0 - 3 years	\$ 9.834	\$10.129	\$10.433	\$10.746	\$11.068
	3 yrs. - 5 yrs.	\$12.020	\$12.381	\$12.752	\$13.135	\$13.529
	over 5 years	\$12.733	\$13.115	\$13.508	\$13.913	\$14.330
**Equipment Attendant	0 - 2 years	\$ 8.742	\$ 9.004	\$ 9.274	\$ 9.552	\$ 9.839
	2 yrs. - 5 yrs.	\$10.490	\$10.805	\$11.129	\$11.463	\$11.807
	over 5 years	\$12.398	\$12.770	\$13.153	\$13.548	\$13.954
	<u>Personal Rate</u>					
	R. White	\$13.361	\$13.762	\$14.175	\$14.600	\$15.038

**Step advancement based on length of service in class in the Bargaining Unit commencing 10-1-94. Employees in class prior to 10/01/94 were given a 10/01/94 start date for determining length of service in class.

*Central Sterile Supply Technician	0 - 2 years	\$ 9.198	\$ 9.566	\$ 9.949	\$10.347	\$10.761
	2 - 4 years	\$ 9.661	\$10.047	\$10.449	\$10.867	\$11.302
	4 - 5 years	\$10.063	\$10.466	\$10.885	\$11.320	\$11.773
	5 - 6 years	\$10.970	\$11.409	\$11.865	\$12.340	\$12.834
	over 6 years	\$12.101	\$12.585	\$13.088	\$13.612	\$14.156

*Step advancement based on service in class in the Bargaining Unit commencing 10-01-96. Employees in class prior to 10-01-96 were given a 10-01-96 start date for determining length of service in class.

Parking Service Agent I	0 - 30 months	\$ 9.661	\$10.144	\$10.651	\$11.184	\$11.743
	over 30 months	\$10.609	\$11.139	\$11.696	\$12.281	\$12.895
Parking Service Agent II	0 - 30 months	\$10.063	\$10.566	\$11.094	\$11.649	\$12.231
	over 30 months	\$10.928	\$11.474	\$12.048	\$12.650	\$13.283
Parking Service Agent III	0 - 30 months	\$11.340	\$11.623*	\$12.203*	\$12.814*	\$13.454*
	over 30 months	\$11.560	\$12.621**	\$13.253**	\$13.915**	\$14.611**

*Effective 9/30/01 - 10% over PSA II 0-30 months rate

** Effective 9/30/01 - 10% over PSA II over 30 months rate